

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 18, 2003Division: Management ServicesBulk Item: Yes x No Department: Technical Services

AGENDA ITEM WORDING: Approval to waive purchasing policy and approval of a 1 year extension for a Special Service Arrangement with BellSouth Communications Systems for a Dedicated Technician.

ITEM BACKGROUND: On April 16, 2003, the Board of County Commissioners requested this contract go out to Bid. Technical Services is in the process of going out to Bid and we are asking the Board for a 1 year extension of this contract and order for us to complete the Bid Process.

Waiving of Purchasing Policy is required to extend length of Contract to allow time to inventory all equipment, prepare itemization of all services needed and prepare specification for bid process. Without extending contract, we incur increased costs.

PREVIOUS RELEVANT BOCC ACTION: Contract approved on March 15, 2000, for 1 year, 2 year contract extension renewal approved on April 19, 2000. On April 16, 2003, the Board of County Commissioners voted for this to go out to Bid.

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$163,200.00 **BUDGETED:** Yes x No

COST TO COUNTY: \$163,200.00 **SOURCE OF FUNDS:** Ad Valorem

REVENUE PRODUCING: Yes No x **AMOUNT PER MONTH** \$-----
Year \$-----

APPROVED BY: County Atty OMB/Purchasing Risk Management

DEPARTMENT DIRECTOR APPROVAL: 

Todd Erickson

DIVISION DIRECTOR APPROVAL: 

Sheila Barker

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C-19
REVISED SUMMARY SHEET

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: BellSouth Contract #
 Effective Date: March 15, 2003
 Expiration Date: March 15, 2004
 Contract Purpose/Description:
Full Time Dedicated Technician

Contract Manager: Lisa Druckemiller 5100 Technical Services
 (Name) (Ext.) (Department/Stop #)
 for BOCC meeting on June 18, 2003 Agenda Deadline: June 3, 2003

CONTRACT COSTS

Total Dollar Value of Contract: \$ 163,200.00 Current Year Portion: \$ 95,200.00
 Budgeted? Yes ☒ No ☐ Account Codes: 001-06002-530-460-
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ 163,200.00/yr For: Maintenance
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>5/28/03</u>
Risk Management	<u>5/21/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [unclear]</u>	<u>5/29/03</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>6/2/03</u>
County Attorney	<u>5/21/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. [unclear]</u>	<u>5/22/03</u>

Comments: BellSouth should provide proof of Workers Compensation, General liability, and vehicle liability insurance
OMB: needs non-appropriation clause, Ethics clause and Public Entry Crime statement.

Handwritten:
 Done
 LFD

**SCHEDULE FOR PURCHASE OF
Dedicated Maintenance Technician**



BellSouth Communication Systems, LLC

Customer: Monroe County	Customer Number: 37116 Location Number: 51	Agreement Number: CPE50416
Installation Address: 1200 Truman Avenue	Order Number: 51614439	
City: Key West State: FL Zip: 33040	Total Price: \$163,200.00 (Excluding taxes)	Term: 12 Months
	Customer Reference Number: (For Information Purposes Only)	

Customer hereby purchases **Dedicated Technician Services**, as set forth in detail below, from **BellSouth Communication Systems, LLC ("BellSouth")** under and pursuant to, and this Order modifies and supplements, for purposes of **Dedicated Technician** services only, the Master Agreement For Equipment Purchase And/Or Maintenance Service between BellSouth and Customer ("**Agreement**"). This Order shall become effective as of the last signature date set forth below. Except as specifically stated below, all terms and conditions of the Agreement remain in full force and effect. BellSouth and Customer hereby agree as follows:

Customer orders, and by acceptance of this Order BellSouth agrees to provide, **Dedicated Technician** services consisting of the following components at the net prices indicated below:

Terms and Provisions

BellSouth agrees to provide **Dedicated Technician Services** to Customer as stated in the above referenced Order, per the following terms and conditions:

1. BellSouth will provide **Dedicated Technician(s)**, as stated in the above referenced Order, to work on the Customer's site(s). BellSouth and Customer agree that the duties of the **Dedicated Technician(s)** shall be primarily to provide the system Warranty/Maintenance work and secondarily, with time permitting, to provide incidental labor for moves, adds and changes.
2. **Dedicated Technician(s)** will be on Customer site(s) (8) hours per day, five (5) days a week fifty (50) weeks per year, during the hours of 8:00 A.M. and 5:00 PM, Monday through Friday excluding holidays observed by BellSouth.
3. BellSouth's **Dedicated Technician(s)** can perform routine adds, moves, changes, and rearrangements (installation work defined as installation work up to this "wired-for" system size (shelf in place)) which does not require engineering consideration. Parts for rearrangements, changes or moves of telecommunications Equipment are not included. Work which requires engineering consideration, issuance of Sales/Service Orders, or work outside of the normal scheduled work hours will be performed by BellSouth and billed to Customer at BellSouth's then current published rate for such work.
4. Customer must maintain an inventory of typical Equipment, on Customer's premises, necessary to perform the above mentioned work as part of the **Dedicated Technician** service plan. Customer must replenish this inventory as needed.
5. BellSouth will provide **Maintenance Service**, as stated in the Agreement, for all components that comprise Customer's telecommunications system(s) located at the site(s) as listed in the above referenced Order. Equipment purchased from BellSouth and installed at the site(s) will be covered during the warranty as stated in the Agreement. After the expiration of the warranty, the labor to maintain the Equipment will be provided by the **Dedicated Technician(s)** with all parts billable at BellSouth's then current rates.
6. BellSouth will insure that the **Dedicated Technician** is reasonably trained and qualified to make repairs to systems listed in the above referenced Order or provided by BellSouth at the covered site(s) during the term of the Order.
7. For products, equipment and/or tasks not typically supplied by BellSouth, BellSouth may, upon Customer request, agree to maintain the same under the following conditions:
 - a. Customer agrees to provide pertinent test equipment and tools, and bear all expenses for the training of the **Dedicated Technician(s)** on equipment or tasks, including but not limited to, manufacturer training, travel, food, lodging and replacement of **Dedicated Technician(s)** during the training period.

b. Customer agrees to provide all replacement parts and other required materials.

c. Customer agrees to bear the cost of any manufacturer technical support.

8. Any additional work performed by BellSouth beyond the scope of this Order, will be at BellSouth's then current rates for labor and materials.

9. The Customer shall not employ, or attempt to employ, any of BellSouth's current or former employees with whom Customer has direct contact in connection with the performance of this Order. Customer shall comply with these conditions through the term of this Order or any renewal thereof and for 12 months thereafter.

10. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the BOCC.

PRICING

Dedicated Technician Labor

Number of Technicians 1
Unit Price \$123,999.96

Total Price for Technician Labor \$123,999.96

Dedicated Technician Vehicle

Number of Vehicles 1
Unit Price \$6,600.00

Total Price for Vehicles \$6,600.00

Dedicated Technician - Ports

Number of Ports 3,500

Total Price for Ports \$42,000.00

Dedicated Technician-Peripherals

Total Price for Peripherals \$19,102.56

Dedicated Technician-Lightning

Total Price for Lightning \$63,000.00

Total Price \$198,002.52
(Labor, Vehicle, Ports, Parts, Lightning)

Total Price Discounted \$163,200.00
(Labor, Vehicle, Ports, Parts, Lightning)

Pursuant to the terms and conditions of the Agreement referenced above, Customer agrees to purchase and BellSouth Communication Systems, LLC agrees to provide Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the Agreement, and any and all terms and conditions on any Customer order forms, purchase orders, or other Customer documents shall be deemed deleted.

In Witness Whereof, the parties have executed this Order by their duly authorized representative, in multiple counterparts, each of which shall be deemed an original.

CUSTOMER


By _____
Authorized Signature Date

Name (Type or Print) Title

BellSouth Communication Systems, LLC
By BellSouth Business Systems, Inc.

By _____
Authorized Signature Date

Name (Type or Print) Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY 
ROBERT M. WOLFE
DATE 6-2-03

customer number	name	address	city	st
037116-001	Monroe Cty Tax Collector	3101 Overseas Hwy	Marathon	FL
037116-002	Monroe Cty Property Appr.	MM 88 1/2	PK	FI
037116-003	Monroe Cty BOCC	500 Whitehead St	KW	FI
037116-006	Monroe Cty BOCC	88800 Overseas Hwy	PK	FI
037116-008	Monroe Cty BOCC	3583 S.Roosevelt Blv	KW	FI
037116-009	Marathon Airport	9000 Overseas Hwy	Marathon	FI
037116-010	Monroe Cty BOCC	3583 S.Roosevelt blv	KW	FI
037116-012	Monroe Cty BOCC	490 63rd Street Ocea	Marathon	FI
037116-013	Monroe Cty BOCC	186 Key Height Dr.	Tavernier	FI
037116-014	Monroe Cty Library	700 Fleming St.	KW	FI
037116-015	Monroe Cty BOCC	3103 Overseas Hwy	Marathon	FI
037116-016	Monroe Cty BOCC	513 Whitehead St.	KW	FI
037116-018	Monroe Cty BOCC	323 Fleming St.	KW	FI
037116-019	Monroe Cty-Public Works	103 Key Height Dr.	Tavernier	FI
037116-021	Monroe Cty BOCC	2798 Overseas Hwy	Marathon	FI
037116-023	Monroe Cty BOCC	600 Whitehead St.	kw	FL
037116-024	Monroe Cty Fire Dept	98600 Oveseas Hwy	Key Largo	FI
037116-025	Monroe Cty BOCC	5501 W. College Rd.	SI	FI
037116-026	Monroe Cty Judicial	3117 Overseas Hwy	Marathon	FI
037116-027	Monroe County State Atty	2805 Overseas Hwy	Marathon	FI
037116-028	Monroe Cty Animal Control	5205 College Rd	SI	FI
037116-030	Monroe Cyt Tax Collector	3101 Overseas Hwy	Marathon	FI
037116-031	Marathon Airport	9000 Overseas Hwy	Marathon	FI
037116-032	Monroe Cty Library	81-5 Bayside	Isla	FI
037116-033	Monroe Cty Library	101 Tradewinds Sho	Key Largo	FI
037116-034	Monroe Cty Library	3251 Overseas Hwy	Marathon	FI
037116-036	Monroe Cty Animal Shelter	105951 Overseas Hw	Key Largo	FI
037116-037	Monroe Cty Animal Contorl	105951 Overseas Hw	Key Largo	FI
037116-038	Monroe Cty Public Defender	89240 Overseas Hwy	Tavernier	FI
037116-039	Monroe Cty Public Works	10600 Aviation Blvd	Marathon	FI
037116-040	Monroe Cty Animal Contorl	10600 Aviation Blvd	Marathon	FI
037116-041	Monroe Cty Big Pine Library	701 Key Deer Blvd	Marathon	FI
037116-042	Monroe Cty Facility Maint	3583 S. Roosevelt Bl	KW	FI
037116-043	Monroe Cty/Internal Audit	3103 Overseas Hwy	Mara	FI
037116-045	Long Key Transfer	MM 68 Long Key	Long Key	FI
037116-046	Cudjoe Key Transfer	MM 21.5 Blimp Rd	Cudjoe Key	FI
037116-047	Tax Collector	8700 Overseas Hwy	Plantation Key	FI
037116-049	K.W Garage/Facility Maint	3583 S.Roosevelt Blv	KW	FI
037116-050	Guardian Ad Litem	1503 Kennedy Dr.	KW	FI
037116-051	Monroe County BOCC	1200 Truman Ave	KW	FI
037116-052	Monroe County Garage	87831 O/S Hwy	Plantation Key	FI
037116-053	Commissioner Nuegent	25 Shipway	Marathon	FI
037116-054	Monroe County Public Defend	4695 Overseas Hwy	Marathon	FI
037116-056	Monroe County BOCC Nelson			
037116-057	Monroe Cty Court Admin	1315 Whitehead St.	KW	FI
037116-058	Monroe Cty BOCC	1100 Simonton St	KW	FI

customer locations

5/21/03

customer number	name	address	city	state
104991-001	Monroe Cty Airport	3583 S.Roosevelt Blv	KW	FI
104992-001	Monroe Cty Engineering	10600 Aviation Blvd	Marathon	FI
104996-001	Monroe Cty Bayshore Manor	5200 College Rd	Kw	FI
105186-001	Monroe County Library	700 Fleming St	KW	FI

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
ATL-000805308-03**PRODUCER**MARSH USA, INC.
ATTN: ANGELA D. WILLIAMS
PH: 404/995-2762/FAX: 404/760-5638
3475 PIEDMONT ROAD
SUITE 1200
ATLANTA, GA 30305

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A ACE AMERICAN INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

001548--CAS-

INSUREDBELLSOUTH CORPORATION INCL.
BELLSOUTH BUSINESS SYSTEMS
1155 PEACHTREE STREET
ROOM 15A01
ATLANTA, GA 30309-3610**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HDOG21739480	04/01/03	12/01/03	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ N/A
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISAH0793435A	04/01/03	12/01/03	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WLRC43515640	04/01/03	12/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS IS INCLUDED AS ADDITIONAL INSURED FOR LIABILITY COVERED BY THE POLICY BUT ONLY WITH RESPECT TO THE NAMED INSURED'S OPERATIONS, WORK, OR FACILITIES OWNED OR USED BY THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDERTHE MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS
ATTN: LISA DRUCKEMILLER
1200 TRUMAN AVENUE
KEY WEST, FL 33040**CANCELLATION**SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Walter Gilstrap

Walter Gilstrap

(MM/YY)

VALID AS OF: 03/31/03

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."